

**TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION, AND LIABILITY ACT (CERCLA)
RELATING TO THE CONSTITUTION ROAD DRUM SITE**

The United States Environmental Protection Agency ("EPA") contends that it has a cause of action pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607, against the undersigned potentially responsible party (the "PRP") for cost recovery at the Constitution Road Drum Site ("Site") in Atlanta, DeKalb County, Georgia (the "Tolled Claims").

EPA and the PRP ("Parties") enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on August 30, 2010, and ending on August 30, 2011, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.
3. The PRP shall not assert, plead, or raise against the EPA in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment by EPA that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. EPA reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.
5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.



**TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION, AND LIABILITY ACT (CERCLA)
RELATING TO THE CONSTITUTION ROAD DRUM SITE**

6. It is understood that EPA may terminate settlement negotiations and request that suit be commenced at any time, upon provision of written notice by mail to the PRP. Where EPA elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against the PRP or the date on which such a complaint may be filed, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. The PRP shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Trolled Claims, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by the Parties, and without the requirement of filing with the Court, and may be signed in counterparts.

11. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon EPA and upon the PRP and its successors.

**TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION, AND LIABILITY ACT (CERCLA)
RELATING TO THE CONSTITUTION ROAD DRUM SITE**

6. It is understood that EPA may terminate settlement negotiations and request that suit be commenced at any time, upon provision of written notice by mail to the PRP. Where EPA elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against the PRP or the date on which such a complaint may be filed, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. The PRP shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolloed Claims, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by the Parties, and without the requirement of filing with the Court, and may be signed in counterparts.

11. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon EPA and upon the PRP and its successors.

**TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION, AND LIABILITY ACT (CERCLA)
RELATING TO THE CONSTITUTION ROAD DRUM SITE**

SIGNATURES

The United States Environmental Protection Agency consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 6th day of Oct, 2010.

By:

Anita L. Davis

for Anita L. Davis, Chief
Superfund Enforcement and
Information Management Branch

**TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION, AND LIABILITY ACT (CERCLA)
RELATING TO THE CONSTITUTION ROAD DRUM SITE**

The PRP consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 23 day of AUGUST, 2010.

LA CHICOITA TORTILLA
Name of Company

By: 

Title: GENERAL MANAGER.

**TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION, AND LIABILITY ACT (CERCLA)
RELATING TO THE CONSTITUTION ROAD DRUM SITE**

The PRP consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 23 day of AUGUST, 2010.

LA CHICOITA TORTILLA
Name of Company

By: 

Title: GENERAL MANAGER.